

# MEMORANDUM OF AGREEMENT

Between

**The City of Saint Paul**

And

**AFSCME Council 5 (Locals 1842, 2508, 3757), CCEA, FIRE FIGHTERS Local 21,  
FSA Local 3939, MACHINISTS, MANUAL & MAINTENANCE SUPERVISORS  
ASSOCIATION, OPERATING ENGINEERS Local 70,  
POLICE FEDERATION, PEA, SPSO, & TRI-COUNCIL (Locals 49, 120, 363)  
City of Saint Paul Trades: Bricklayers, Carpenters, Cement Masons, Electrical Workers,  
Elevator Constructors, Painters, Pipefitters, Plumbers, Sprinkler-Fitters,  
Sheet Metal Workers**

## COVID 19

This MOA is entered into by the City of Saint Paul and the above listed Unions for the purpose of establishing access for employees who are unable to work a portion of, or all their regularly scheduled hours due to the COVID19 pandemic, up to eighty (80) hours of Emergency Pandemic Leave (EPL). The 80 EPL hours will be prorated for part-time employees, as well as non-benefits earning employees, based on the average number of hours worked per pay period since the first full pay period of 2020.

1. The EPL hours can be used for COVID-related absences including COVID-related closure of schools or daycare, even if the employee and the child are healthy, closure of employee's worksite, or lack of work. COVID-related self-selected quarantine or other precautionary measures do not qualify for EPL.
2. In no case may the use of EPL hours result in the payment of overtime.
3. The EPL must be used prior to any employee being required to utilize their accrued leave balances (sick, vacation, floating holiday etc.) for COVID related absences.
4. Upon depletion of the EPL hours, and if the employee remains unable to work part or all of their regularly scheduled hours due to a COVID-related issue, employees MAY choose to use *any* of their accrued leave balances for COVID-related absences. This includes the ability to utilize sick leave accruals due to COVID-related closure of school or daycare.
5. Employees who have utilized their EPL hours and exhausted appropriate accrual balances according to #4 and #5 above, may negatively accrue ESST/sick time up to 48 hours for employees who have been with the City less than one year and 80 hours for employees who have been with the City for a year or more.
6. Employees who have accrued negative sick/ESST time will be expected to earn back that time upon recall to employment with the City. Employees who voluntarily separate from employment with a negative balance will have the equivalent amount deducted from his/her paycheck.
7. An employee may not donate sick /ESST or EPL hours to another employee.
8. Employees who utilize eighty (80) hours of Emergency Pandemic Event Leave will accrue sick and vacation hours while using the EPL hours consistent with City policies and the CBA.
9. EPL hours as described in this MOA are available only upon the employee's request to the appointing authority and during the declared emergency event as declared by the Mayor.
10. There shall be no cash out value of any kind under any circumstances for the EPL benefits described herein.
11. Under no circumstance will there be an advance greater than eighty (80) total hours of ESST/sick time (48 hours for employees who have worked for the City for less than one year).

- 12. This MOA does not provide additional benefits to an employee that would otherwise not be available to an employee who is currently receiving benefits due to an accepted workers compensation claim.
- 13. Nothing herein modifies the employer's rights in the respective articles for Management Rights,
- 14. **Meet and Confer**  
Either party may request a meet and confer relative to the items listed herein.
- 15. **Modifications**  
No modification of any provision of this Agreement shall be valid unless in writing signed by the parties.
- 16. The terms of this MOA are not subject to arbitration.
- 17. **Non-Precedent Setting**  
Nothing herein shall be deemed precedent setting for either party.
- 18. Congress passed and the President signed HR 2601 **Family First Coronavirus Response Act** which provides expanded FMLA leave and paid sick time for corona virus affected employees. Benefits under this MOA will run concurrently with the benefits provided under that Act.
- 19. **Duration**  
This Agreement shall be in place from the date of the City's scheduled declaration of emergency (March 15, 2020) and remain in place until December 31, 2020 or the expiration of the emergency declaration, whichever occurs first. There is no guarantee or expressed intent to incorporate any provision of this Agreement into future Collective Bargaining Agreements.
- 20. **Entire Agreement**  
The parties agree that this Agreement constitutes the entire agreement between the parties on the matters contained herein.

**FOR THE CITY:**

\_\_\_\_\_  
Jason Schmidt, Date  
Labor Relations Manager

**UNION:**

**NAME:**

AFSCME Clerical, Local 2508

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AFSCME Technical, Local 1842

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AFSCME Legal, Local 3757

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Classified Confidential Employees Assn (CCEA)

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Fire Fighters, Local 21

\_\_\_\_\_

Fire Supervisory Association, Local 3939

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- Machinists, District Lodge No. 77 \_\_\_\_\_
- Manual & Maintenance Supervisors Assn \_\_\_\_\_
- Operating Engineers, Local 70 \_\_\_\_\_
- Saint Paul Police Federation \_\_\_\_\_
- Professional Employees Association (PEA) \_\_\_\_\_
- Saint Paul Supervisor's Organization (SPSO) \_\_\_\_\_
- Tri-Council LIUNA Laborers Local 363 \_\_\_\_\_
- Tri-Council General Drivers Local 120 \_\_\_\_\_
- Tri-Council Operating Engineers Local 49 \_\_\_\_\_
- Bricklayers Local 1 of MN \_\_\_\_\_
- No Central States Reg Council Carpenters \_\_\_\_\_
- Cement Masons Local 633 \_\_\_\_\_
- Electrical Workers Local 110 \_\_\_\_\_
- Elevator Constructors #9 \_\_\_\_\_
- Painters Local 61/District Council 82 \_\_\_\_\_
- Pipefitters Local 455 \_\_\_\_\_
- Plumbers Local 34 \_\_\_\_\_
- Sprinkler Fitters Local 417 \_\_\_\_\_
- Sheet Metal Workers Local 10 \_\_\_\_\_